

222325

Magnolia Moving & Storage, LLC
Fax Cover Sheet**RECEIVED**

MAR 3 2010

ORS
T.T.W./W/W

To: SC office of Regulatory Staff, Transportation
Company: Dept.
Fax Number: 803-737-0815
Phone Number: 803-737-0578

From: Susan McCoy
Fax Number: 843-744-
Phone Number: 843-744-5000

Date: 3-3-10**Subject:** Change of Name

Docket # 2007-392-T

Number of Pages: 2**Comments:**

Hi - Please expedite my request.
I will have my form E + H faxed to
you from Swamp Fox Agency.

Thanks,

Susan McCoy

MAR 03 2010

PSC SC
CLERK'S OFFICE

CLASS E AMENDMENT FORM

File the original with:

Public Service Commission of South Carolina
Clerk's Office
Motor Carrier Matters
P.O. Box 11649
Columbia, S.C. 29211
(803) 896 - 5100
FAX (803) 896-5199

Mail or fax a copy to:

S.C. Office of Regulatory Staff
Transportation Department
1401 Main Street Suite 900
Columbia, S.C. 29201
(803) 737-0578
FAX (803) 737-0815

RECEIVED

MAR 3 2010

ORS
T.T.W.W.WDATE: 3/3/10

I have the following Certificate of Public Convenience and Necessity:

☒ Class E Household Goods # 424E ☐ Class E Hazardous Waste # _____

Please consider this as my request for the following amendment(s) to my Certificate:

☒ Name Change
From: Sellers Transfer, LLC
(Current Name)

(Current DBA, if Applicable)

To: Magnolia Moving + Storage, LLC
(New Name)

(New DBA, if Applicable)

☒ Scope of Authority
same
(Current Scope)

(New Scope)

(NOTE: All requests for expanded scope of authority for household goods movers require the filing of a full application and a formal hearing before the Public Service Commission. Any request to expand beyond three contiguous counties requires additional justification and will require the presentation of a shipper witness(s) at the hearing before the PSC.)

☐ Tariff (change in rates, fuel surcharge, etc. Attach any appropriate documentation)

Magnolia Moving + Storage, LLC
(Name)
4048 Ashley Phosphate Rd.
(Street and/or Mailing Address)

(DBA if applicable)

N. Charleston, SC 29418
(City, State, Zip Code)

Susan D. McCoy
(Signature)
843-744-5000
(Telephone Number)

Member Sales Manager
(Title) Owner, President, etc.

The State of South Carolina



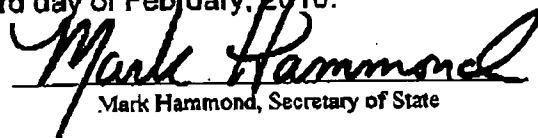
Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

MAGNOLIA MOVING & STORAGE, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on February 18th, 2010, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
23rd day of February, 2010.


Mark Hammond, Secretary of State

Magnolia Moving & Storage, LLC

Fax Cover Sheet

To: Janice
Company: Public Service Commission
Fax Number: 803-896-5199
Phone Number: 803-896-5240

From: Brian McCoy
Fax Number: 843-744-7280
Phone Number: 843-744-5000

Date: March 4, 2010
Subject:

Number of Pages: 6 including cover

Comments:

RECEIVED
MAR 04 2010
PSC SC
CLERK'S OFFICE



Sellers Transfer, LLC
4048 Ashley Phosphate Road
N. Charleston, SC 29418
4 March, 2010

SC Public Service Commission

Dear Janice,

I've enclosed two letters that will shortly be forwarded to the SC Department of Insurance as part of a complaint. These letters provide some background information regarding our very unusual situation.

We've been locked out of our means to support ourselves for four months; it's taken six additional weeks to sort through the jumbled mess we finally did get back to find what we have and the much longer list of what we don't have; it's taken five months to find out why we can't get insurance coverage (and ten days to actually get it after making the business decision to abandon our company name).


The bottom line of all this is that our livelihood has been directly and viciously attacked by our previous landlord in "non-judicial" fashion (attorney-speak for illegal). Any further delay will do nothing less than directly risk our company's ability to continue. We have a lot to get done to prepare our company for the future and need to accomplish all of it in time for summer's highly anticipated busy moving season.

While discussing this situation on Tuesday with George Parker of the ORS, he advised Susan to submit the name-change form and mark it "Expedite".

I will stand by to provide any additional information you feel you might need to handle our name-change request in rapid fashion.

Thank you so much for your time and consideration in this very important matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian McCoy", with a stylized flourish at the end.

Brian McCoy, Member
Sellers Transfer, LLC

**SELLERS TRANSFER, LLC.
4048 ASHLEY PHOSPHATE ROAD
NORTH CHARLESTON, SC 29418
(843) 744- MOVE VOICE
(843) 744-7280 FAX
(800) 808-5035 TOLL FREE**

5 FEBRUARY 2010

To Whom It May Concern:

Nearly three years ago my wife and I bought the assets of Sellers Transfer, Inc., then an agent for Allied Van Lines. We operated the business as we did our other two companies – in very hands-on fashion; participating in every activity of the company as we learned valuable (& sometimes expensive!) lessons along the way.

The slowing economy seemed to reach our other companies in December 2007; we stayed ahead of obligations throughout 2008 largely because my wife took over the Sellers sales job in September 2008. She proved unusually capable at generating sales and immediately began setting monthly sales records in each succeeding month. Despite the overall economic downturn, when 2009's busy summer moving season arrived we were enjoying sales levels never seen by the company – even during the best of times in the previous owner's 17-year tenure. While Sellers was doing better than expected during a large-scale economic downturn, our other co-located companies were suffering serious shortfalls in revenues. In early 2009, we put one of these companies into Chapter 11 Reorganization status to help cope with it's financial problems.

While in Chapter 11, it became clear that Sellers Transfer's previous owner – and our warehouse landlord – had intentions of re-taking his old business along with our other businesses without being obliged to pay anything for them. It also became clear that he had "associates" willing to help him with this mission – including the insurance agent we had "inherited" when we bought the business. (I need to point out that there are lawsuits pending with each of these two entities as well as a formal complaint with the State of South Carolina Insurance Commission against our former insurance agent; while individuals are not yet singled out in these and other available actions, that step is not out of the question.)

We found that Chapter 11 was not helpful to our situation at all. The previous owner – having shown himself to be very much our primary antagonist and a mysteriously vicious adversary – was able to force our company into Chapter 7 status for a short time before the entire case was officially dismissed in September 2009 on the recommendation of the US Bankruptcy Trustee.

While all this was unfolding through much of 2009, my health took a decided turn for the worse. For several months I simply ignored symptoms or attributed them to stress or simple aging. In July my wife had had enough and insisted we find out what was wrong with me. Within minutes, I was in an emergency room. Within hours, I was hospitalized with a blood sugar count of 737. While establishing control of my new-found diabetes was straightforward enough, further tests showed concerns with my heart rhythm. By 1 PM on August 31st, I'd failed two EKG's, a nuclear stress test, and an attempted angioplasty procedure. At that time, I was wheeled into surgery for a triple-bypass open-heart procedure.

Before my operation was over, my wife received word through our attorney that our landlord was going to lock us out of the warehouse at midnight that night – August 31st. Since his brother was employed by us and had full knowledge of my hospitalization there is little question our landlord knew precisely of our predicament and had planned his move for a moment when he knew we could not adequately react. I'd be hard pressed to find – within my own personal experience – a more graphic example of blatant cowardice than this simple, middle-of-the-night act of changing the locks done without benefit of legal precedent.

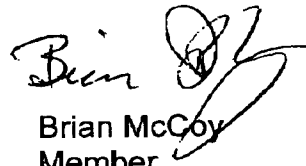
Every article we used to operate our businesses was held absolute hostage from September 1st till December 23rd. Vehicles, forklifts, pallet jacks, computers, employee and customer records, customer-owned goods in storage, shelving, office furniture, phones, pencils, paper, envelopes, staples – even the paper clips we needed to run our businesses were denied us for 114 days. Although two court orders had been produced to compel an immediate return of all property held, we have a lengthy list of articles that are just not going to be accounted for – except by thorough legal examination in front of a jury.

Late on September 30th we were informed our insurance policy would not be renewed. This verbal notification came less than 24 hours before the scheduled renewal on October 1st. This late and unwritten notification is not in accordance with South Carolina law. In trying to obtain substitute coverage, our new insurance agent found conflicting, confusing information entered in our history that is making it extremely difficult to obtain coverage. We feel this tampering was intentional. All these developments are being presented to the South Carolina Insurance Commissioner as part of a complaint regarding our former agent's professional behavior.

As if the above list of events weren't enough, 2009 also saw two of my sons leave the US for combat zones in Iraq and Afghanistan; a daughter assaulted in a "secure" area of her college dorm; my aging mother suffered a thankfully mild heart attack; and my wife's mother was diagnosed with an incurable, terminal illness.

We need a break; we need to obtain insurance coverage appropriate to the business we're trying to rebuild after suffering enormous damage at the hands of an ill-advised, bitterly antagonistic opponent. Proper insurance lies at the very heart of our absolute requirements to get up and running again. We know how to succeed in the moving and storage business and know what to do to get there. We'll put in the hard work needed to recover from all these negative circumstances but we need a little help. We'll pay the premiums and work hard to minimize both exposure and claims. We need a break; please give it to us.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian", followed by a large, stylized flourish or initial.

Brian McCoy
Member
Sellers Transfer, LLC

SELLERS TRANSFER, LLC.
4048 ASHLEY PHOSPHATE ROAD
NORTH CHARLESTON, SC 29418
(843) 744- MOVE VOICE
(843) 744-7280 FAX
(800) 808-5035 TOLL FREE

4 MARCH 2010.

SC Department of Insurance
PO Box 100105
Columbia, SC 29202

This letter addresses more specific topics and is meant to accompany my three-page letter dated 5 February 2010 describing the basic overall situation.

As noted in that letter, we were never provided written notification of the intent of the Quarles Agency to not renew our insurance coverage. We have since asked for a copy of that notification ... we're still waiting. While waiting we directly contacted the insurance company our coverage was underwritten by. Their customer service representative told us the agent from Quarles Agency had contacted them saying it was our request to cancel our insurance coverage – a totally false statement.

Are we correct in our position that when an insurance agent decides not to renew coverage they are required to provide proper notice of their decision to allow time for substitute coverage to be obtained? Are there any penalties to the agent when they do not provide such notification? How about when an agent lies/misrepresents the truth when dealing with underwriters?

In trying to obtain substitute coverage, our 2 new, completely independent insurance agents have told us potential underwriters are encountering information about our company that strongly influences them not to offer us coverage. They feel the nature of this information is very misleading and of such character that it had to have been entered intentionally. [We recently deduced the problem; the Quarles Agency lumped all three of our companies together in writing our previous policy – something our current agents have now told us is completely improper and perhaps illegal. This is what is causing potential new insurers to turn us away.]


We are beginning the process to change our company's name, but this takes some time to complete. In fact, we've found it necessary to completely abandon our previous company's history, name recognition and hard-earned reputation if we have any intention to move forward with obtaining insurance. (We finally got insurance bound yesterday for our new company – Magnolia Moving and Storage, LLC – after a ten-day process; we had tried to obtain insurance for Sellers Transfer for over four months.) We are involved in litigation with the Quarles Agency and expect to have the court examine the issues listed in this letter.

We have also been waiting for over a year for a settlement check for a vehicle involved in an accident our insurer decided to "total" rather than repair. Isn't this a little overdue?

We would like to ask your assistance in answering our above questions and in researching the misleading-information aspect of our situation.

Thank you for your time and consideration.

Sincerely,


Brian McCoy
Member
Sellers Transfer, LLC